



**METROPOLITAN
TRANSPORTATION
COMMISSION**

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Bay Area Toll Authority

Therese W. McMillan
Deputy Executive Director, Policy

April 10, 2009

**REQUEST FOR PROPOSAL
TRANSPORTATION INFORMATION KIOSK
LETTER OF INVITATION**

Dear Contractor:

The Metropolitan Transportation Commission (MTC) invites your firm to submit a proposal for operational support of a kiosk that provides transportation-related information to the public. The kiosk is located in the Embarcadero BART/Muni station in downtown San Francisco.

This letter and its enclosures constitute the Request for Proposal (RFP) for this project. Responses should be submitted according to the instructions set forth in this RFP.

Proposal Due Date

Interested firms must submit an original and six (6) hard copies, and one electronic copy of their proposal by 4:00 p.m., Friday, May 8, 2009. *Proposals received after that date and time will not be considered.* Proposals may be submitted via mail or hand delivery to MTC.

Proposals will be considered firm offers to enter into a contract and perform the work described in this RFP for a period of ninety (90) days from their submission.

MTC Point of Contact

Proposals and all inquiries relating to this RFP shall be submitted to Ursula Vogler, Project Manager, at the address shown below. E-mail inquiries may be directed to uvogler@mtc.ca.gov. For telephone inquiries, call (510) 817-5785. Faxes may be sent to (510) 817-5848.

Ursula Vogler, Project Manager
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, California 94607-4700

Background

The State Legislature created the Metropolitan Transportation Commission in 1970 to provide transportation planning for the nine-county San Francisco Bay Area. MTC functions as both the Regional Transportation Planning Agency (RTPA) – a state designation – and for federal purposes, as the region’s Metropolitan Planning Organization (MPO). In addition to its regional planning role, MTC also manages regional programs that provide customer services to the general public in connection with transportation in the region. These programs include:

- 511 traveler information on the phone and Web
- Regional Real Time Transit Information program
- 511 Regional Rideshare program
- TransLink[®] fare collection system
- FasTrak[®] toll collection system (via the Bay Area Toll Authority)

In order to address a need for a venue to promote these programs, MTC, along with the Bay Area Rapid Transit District (BART) and the San Francisco Municipal Transportation Agency (SFMTA), initiated a one-year pilot project to create a one-stop transportation resource for Bay Area transit riders at the Embarcadero BART/Muni station, the busiest transit hub in the Bay Area. The kiosk provides a convenient way to impart quality transportation information to the travelers using the Embarcadero BART/Muni station via trained staff, high-resolution video screens and printed collateral. The kiosk also sells transit tickets and passes, FasTrak[®] toll tags, newspapers and magazines and TransLink[®] cards and value.

An evaluation of the Kiosk pilot conducted in May 2008 included a Web survey of kiosk visitors. Survey results indicated that 98% of respondents rated the overall value of the kiosk as “excellent” or “good.” Given the pilot’s success, MTC and its partners are extending the kiosk project for an additional three years. MTC will reevaluate the kiosk project at the end of the three-year period to determine if the project should continue. Continuation will also be contingent on available funding.

Scope of Work, Schedule and Budget

The Scope of Work for the project, provided in *Appendix A*, describes the basic tasks and deliverables under this RFP. MTC will finalize the tasks and deliverables in consultation with the selected Contractor prior to entering into the contract. The selected Contractor will be expected to perform all work and analysis necessary to complete the workscope.

The initial period of performance for this contract will be for three years beginning July 1, 2009 continuing through June 30, 2012, subject to the approval of future MTC annual operating budgets. At MTC’s sole option, MTC may renew the contract for three additional one-year terms, for a separately negotiated price.

The maximum amount available for the initial term of the resulting contract is eight hundred seventy thousand dollars (\$870,000), (\$290,000 per year), subject to annual budgeting approval. The maximum budget for the first year of kiosk operations is \$290,000.

Proposers' Conference

A proposers' conference will be held on Tuesday, April 21, 2009 at 10:00 a.m. at the Joseph P. Bort MetroCenter Building, 101 8th Street, Oakland, in the Claremont Conference Room.

Notice of Addenda and Requests for Exceptions

This RFP and any addenda will be posted on MTC's Web site; however, to receive personal notice of any addenda, prospective proposers must submit to the MTC Project Manager a written request to receive addenda prior to May 1, 2009.

Requests for clarification or exception to RFP provisions must be received no later than 4:00 p.m. on Friday, May 1, 2009 to guarantee consideration.

Proposal Evaluation

Proposals will be evaluated in accordance with the evaluation factors listed in *Section IV* of the RFP. Interviews, if held, will occur on Tuesday May 19, 2009.

MTC reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all proposers. Any contract award will be to the firm that presents the proposal that, in the opinion of MTC, is the most advantageous to MTC, based on the evaluation criteria in Section IV.

Contractor Selection Timetable

Tuesday, April 21, 2009 at 10:00 a.m	Proposers' Conference at 101 Eighth Street, Oakland, CA 94607 Claremont Conference Room, 2 nd Floor
Friday, May 1, 2009 at 4:00 p.m.	Closing date for receipt of requests for clarification/questions and requests for exceptions or modifications to RFP provisions
Friday, May 8, 2009 at 4:00 p.m.	Closing date/time for receipt of proposals
Tuesday, May 19, 2009	Interviews/Discussions (if required)
Friday, June 12, 2009	MTC Operations Committee
July 1, 2009	Execution of contract (approximate)

General Conditions

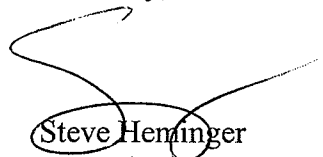
MTC will not reimburse any contractor for costs related to preparing and submitting a proposal. All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt.

A synopsis of MTC contract provisions is in *Appendix D, Synopsis of Provisions in MTC's Standard Contractor Agreement*. In particular, your attention is directed to the insurance provisions in *Appendix D*. Any requests for exception to or modification of the insurance requirements must be brought to MTC's attention on or before the date and time established above; otherwise, willingness to comply with the insurance requirements will be assumed.

Authority to Commit MTC

Based on an evaluation conducted by the selection panel, the Executive Director will recommend a Contractor to the Operations Committee, which will commit MTC to the expenditure of funds in connection with the RFP. Thank you for your participation.

Sincerely,



Steve Heminger
Executive Director

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REQUEST FOR PROPOSAL

to the

METROPOLITAN TRANSPORTATION COMMISSION

for

TRANSPORTATION INFORMATION KIOSK PROJECT

April 10, 2009

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

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I. PURPOSE & PROJECT DESCRIPTION

A. Purpose

MTC seeks a Contractor(s) to operate the Embarcadero Kiosk located at the Embarcadero BART/Muni station) for a period of three years.

B. Background

A survey conducted on behalf of MTC's 2006 Transit Connectivity Plan found that travelers use all available sources of transit information including in-person assistance, printed materials and Web sites to support pre-trip and en-route transit trip planning. According to the plan, customers also showed a strong interest in Real Time departure information, wanting the information to be logically located and easily readable. Kiosks were cited as one of the ways that the Real Time information could be disseminated. In order to provide these sources of information to the public, three key Bay Area transportation agencies – Bay Area Rapid Transit (BART), San Francisco Municipal Transportation Authority (SFMTA) and MTC – partnered on the Transportation Information Kiosk project, which began as a one-year pilot in the Embarcadero BART/Muni station.

The kiosk opened for business in July 2007, using a retrofitted San Francisco Chronicle news outlet on the Mezzanine level of the Embarcadero BART/Muni station. Since its debut, the kiosk has successfully provided the Bay Area transit-riding public with in-person transportation information, sold fare media for a variety of transit operators and launched the Regional Real Time Transit program. The kiosk also began selling TransLink® cards and value, and will remain a key vendor once TransLink® is fully launched on both the BART and Muni systems. The kiosk has also been a key location to promote other MTC operational projects, including 511 and FasTrak®, as well as other regional projects.

C. Project Description

MTC is under contract with a vendor to operate the current kiosk location in the Embarcadero BART/Muni station; this contract expires on June 30, 2009. This procurement is intended to result in the selection of a Contractor to operate the kiosk located at the Embarcadero station for a period of three years.

Specifically, the kiosk operations will include the following tasks (the first and fifth tasks are not currently being performed by the incumbent vendor):

1. Selling TransLink® cards and value at the Embarcadero BART/Muni station location;
2. Providing in-person assistance at the point of system entry, to help transit riders become familiar with TransLink® during the launch of Translink® on the BART and Muni systems;
3. Operating three electronic, flat-panel screens housed at the kiosk. The screens will host the 511 Real Time Transit program and provide other transportation information;
4. Promoting regional projects (e.g., 511, TransLink®, FasTrak®, 511 Rideshare, etc.) at the kiosk location;
5. Providing information on projects paid for with toll funds, including the seismic retrofit of the Bay Bridge;

6. Selling FasTrak[®] toll tags; and
7. Providing station amenities in the Embarcadero BART/Muni station.

II. SCOPE OF WORK, SCHEDULE AND BUDGET

The Scope of Work for the project, provided in *Appendix A*, describes the basic tasks and deliverables under this RFP. MTC will finalize the tasks and deliverables in consultation with the selected Contractor prior to entering into contract. The selected Contractor will be expected to perform all work and analysis necessary to complete the workscope.

MTC has established a contract budget for the project that will cover operations of one kiosk for an amount not to exceed \$290,000 per year.

The initial period of performance for this contract will be three years beginning July 1, 2009 continuing through June 30, 2012, subject to the future approval of MTC operating budgets. At MTC's sole option, MTC may renew the contract for an additional three one year terms, for a separately negotiated price.

III. FORM OF PROPOSAL

Interested firms are asked to submit an original and six (6) hardcopies and one electronic copy of their proposals by **Friday May 8, 2009 at 4:00 p.m.** to be considered. Proposal content and completeness are most important. Although no page limitation will be imposed, clarity is essential and will be considered in assessing the proposers' capabilities.

In furtherance of MTC's resource conservation policy, proposers are asked to print proposals back to back and are encouraged to use recycled paper for all proposals and reports.

Each proposal should include:

A. Transmittal Letter

Transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should include the name and telephone number of a contact person if different from the signator. The cover letter should include a statement that the proposal is a firm offer to contract with MTC to perform the work according to the terms of the RFP for ninety (90) days from the due date for submission.

B. Title Page

Title page showing the RFP subject, the name of the proposer's firm, address, telephone number, name of contact person, and the date.

C. Table of Contents

A table of contents that includes a clear identification of the material by section and page number.

D. Summary of Approach

This section should consist of a discussion of the proposed approach to the performance of the work requested that demonstrates the Contractor's understanding of the nature of the work being requested and the general approach to be taken. It should include, but not be limited to, the following:

- Discussion of the purpose of the project;
- Summary of the proposer's qualifications for this project; and
- Discussion of the proposer's approach to kiosk operations, including customer service and communication with contract manager and partners.

E. Detailed Work Plan

This section should include:

- 1) Discussion of an approach to meeting the anticipated requirements, managing resources and ensuring quality results for the tasks described in *Appendix A*. Discuss transition of current kiosk operations to new vendor, if applicable.
- 2) Provision of a detailed training and staffing plan. The training plan should include implementation of an ongoing source of regional transportation reference information for all kiosk staff. Identify all key personnel by name (if known) and the specific tasks for which each individual will be responsible. Identify other personnel by job description.
- 3) Description of the role of any subcontractors, including any key personnel, their specific responsibilities, and how their work will be supervised. Detail where Contractor and subcontractors have worked together before.

F. Management Plan

- 1) Describe approach to managing work and ensuring quality results. Include an organizational chart showing roles and responsibilities of key personnel and reporting structure, and identify who will have project management responsibilities.
- 2) Describe response mechanisms for dealing with any problems and/or MTC, BART or SFMTA concerns. Identify potential problem areas or challenges to successful completion of this project. Describe a plan to address these problems or challenges.

G. Qualifications and References

- 1) A detailed statement of the firm's qualifications and previous experience in conducting similar work, include resumes (please limit to one page each) of the personnel the Contractor intends to use to perform the project, summarizing the individual's training and experience relevant to this project, including references from past or current customers, contract managers or other colleagues. This section should demonstrate experience and expertise in all areas required to perform work described in *Appendix A*, Scope of Work. If subcontractors are used, include the resumes of key subcontractor personnel, as well.

- 2) A summary of any projects similar in subject matter and scope to this project, including location, date, and a contact person (with telephone number and email) who may be contacted as a reference.
- 3) List any contracts with MTC by the Contractor or any of its subcontractors in the past five (5) years, including a brief description of the scope of work, the contract amount, date of execution, and the MTC project manager.

H. Proposed Budget

Provide a full description and breakdown of the expected expenditures of funds for the proposed project, as set forth in Tasks I and II in *Appendix A, Scope of Work*, in the form of a task budget.

Provide a fixed monthly cost for these tasks including a detailed breakdown of costs. The budget should present a breakdown of hours and expenses by task for the project. It should identify the key personnel or job descriptions in relation to each task to provide a full explanation of the resources committed to the project and should include the hourly rates for all personnel. Key personnel should be named (if known); other personnel may be listed by job description. Expenses should be included such that all project costs are indicated. This information will be used to determine the monthly fee.

I. California Levine Act Statement

Submit a signed Levine Act statement (*Appendix C*).

IV. PROPOSAL EVALUATION

A. Review for General Responsiveness

The Project Manager, in consultation with the MTC Office of General Counsel, will conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in Section III, *Form of Proposal*. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in Section III, *Form of Proposal*, may be considered complete and generally responsive, if evaluation in every criterion is possible.

B. Evaluation

Responsive proposals will then be evaluated by a panel of staff from MTC, BART and SFMTA based on the following evaluation factors, listed in descending order of importance:

1. Approach to conducting and completing the project, including but not limited to: understanding of the purpose and requirements of the project; proposed work plan; strategy for managing all resources, including personnel and project output coordination with contract manager and partners; and dealing with project challenges or obstacles.
2. Individual project staff and firm expertise and experience in similar types of projects involving: performing retail sales/operations, transportation-related information dissemination projects and customer service projects; and maintaining electronic displays.

3. Familiarity with the Bay Area, specifically San Francisco, its existing public transportation systems, and interjurisdictional relationships.
4. Demonstrated ability to work closely and cooperatively with public agency project management guidelines.
5. Cost effectiveness.

Following the evaluation, the panel may elect to recommend award to a particular proposer or develop a “short list” of proposers with a reasonable likelihood of being awarded the Contract for interviews. References may be checked for one or more of such short-listed proposers prior to final evaluation. The MTC Project Manager will then recommend a consultant to the Executive Director. If he agrees with the recommendation, he will request the approval of the Operations Committee.

MTC reserves the right to not convene interviews and to make an award on the basis of written proposals, alone. Further, MTC reserves the right to accept or reject any and all submitted proposals, to waive minor irregularities, and to request additional information from the proposers at any stage of the evaluation.

V. GENERAL CONDITIONS

A. Limitations

This RFP does not commit MTC to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Award

Any award made will be to the Contractor whose proposal is most advantageous to MTC, based on the evaluation criteria outlined above.

C. Binding Offer

A signed proposal submitted to MTC in response to this RFP shall constitute a binding offer from Contractor to contract with MTC according to the terms of the proposal for a period of ninety (90) days after its date of submission, which shall be the date proposals are due to MTC.

D. Contract Arrangements

The selected Contractor will be expected to execute a contract based on the terms and conditions in *Appendix D, Synopsis of MTC’s Standard Contractor Agreement*. Proposers who wish to review the full contract prior to proposal submission should request a copy from the MTC Project Manager. Particular attention should be paid to MTC’s insurance and indemnification requirements. **Requests for clarification or modification to any provision of the RFP or its appendices must be submitted no later than the deadline specified in the Letter of Invitation in order to guarantee consideration. If such requests for modification are not brought to MTC’s attention within the time specified, concurrence by the proposer will be assumed.**

Payment terms for the contract resulting from this RFP will be on a fixed price basis.

E. Selection Disputes

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Contractor on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

- 1) No later than five (5) working days prior to the date proposals are due, for objections to RFP provisions;
- 2) No later than three (3) working days after the date on which the proposer is notified that it was found to be nonresponsive; or
- 3) No later than three (3) working days after the date on which a contract award is authorized by the MTC Operations Committee or the date the firm is notified that it was not selected, whichever is later, for objections to firm selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the MTC Operations Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the MTC Executive Director.

The MTC Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm by MTC's Operations Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the protesting proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Operations Committee, no later than three (3) working days after receipt of the written response from the Executive Director. The Operations Committee's decision will be the final agency decision.

F. Public Records

This RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals will remain confidential until the Operations Committee has authorized award.

G. Key Personnel

Key staff persons assigned to the project are expected to remain on the project. Any substitution of new key personnel is subject to the prior written approval of MTC. Removal of any key staff persons identified in the proposal without written consent of the MTC Project Manager may be considered a material breach of contract.

Appendix A, SCOPE OF WORK

The Scope of Work for this project consists of two tasks:

- 1) Operations of one kiosk location
- 2) Contract management

TASK I: KIOSK OPERATIONS

The Contractor shall provide Bay Area transportation information to the public at one kiosk located in the Embarcadero BART/Muni station.

The purpose of the kiosk, as reflected in signage and displays, is to provide customers with information and products related to Bay Area public transportation services, especially information on how to make transit connections between systems serving these locations. Information should cover bus, ferry, and rail connections, and information regarding bicycles, parking, and walking. Any information and products related to less relevant and/or competing modes of transportation (e.g., driving) should be secondary to this main focus. The Contractor shall maintain all operational aspects of the kiosk, including, but not limited to the following:

- Ensure the transit information and collateral at the kiosk is accurate and up-to-date;
- Maintain the kiosk, related signage and electronic displays;
- Keep a clean and orderly kiosk, with all workspaces clean and free of clutter;
- Ensure kiosk personnel are courteous and helpful to all customers;
- Ensure kiosk personnel refer all questions regarding BART to BART Station Agents using standard language to be furnished by BART;
- Successfully operate and maintain all aspects of kiosk operations including computers, cash handling, telephone line, and Internet access;
- Provide the kiosk with a computer with Internet access during all hours of operation;
- Successfully operate TransLink[®] Ticket Office Terminal during all hours of operation;
- Sales of SFMTA fare media during all hours of operation. Contractor will sell other fare media, as needed until full transition to TransLink[®] of SFMTA fare media; and
- Provide simplified sales and exchange process of pre-tax commuter benefits.

The Kiosk shall be open for services, at a minimum, from 7:00 am to 7:00 p.m., Monday through Friday, except for the following three holidays:

- New Year's Day
- Thanksgiving Day
- Christmas Day

The Contractor must meet the following sub-tasks and stipulations, listed below.

A) Staffing

Contractor will be responsible for the staffing of the kiosk. Contractor will:

- Provide at least one employee during open business hours to answer transportation-related questions. More staff may be needed during times when customer volume is known to increase;
- Provide employees who are neat, clean and appropriately dressed at all times, and ensure that said personnel shall conduct themselves in an appropriate manner; and
- Ensure that employees proactively and politely greet and serve all customers.

B) Training

Contractor will be responsible for training of all new and existing staff. Contractor will:

- Conduct staff training prior to kiosk staff's start date;
- Conduct ongoing training to kiosk staff;
- Provide adequate transportation reference information (may be electronic, such as a Wiki) at kiosk location. Information will be available to kiosk staff at all times and will include transportation information specific to the Embarcadero location;
- Assure that all employees are knowledgeable about Bay Area transportation systems and about MTC's regional projects; and
- Assure that kiosk staff are trained on TransLink[®] and the operations of the TransLink[®] Ticket Office Terminal used for the distribution and configuration of TransLink[®] cards.

C) Information Dissemination

The kiosk will distribute/display several types of information in printed and digital formats. All materials on display, all content shown on the display panels and computer screens, and all signage used at the kiosk, etc., must be reviewed and approved by the MTC Project Manager and BART staff prior to being displayed at the kiosk location.

1) Printed Materials

Contractor is responsible to pick-up (from MTC or other source), store, display and distribute, general Bay Area transportation information/collateral. This includes any information/collateral to support transportation services, printed information provided by constituent transit agencies, and information about projects established by Regional Measure 2 (RM2). Contractor will also:

- Ensure that kiosk is stocked with current printed materials at all times with a focus on providing customers with relevant, regional transportation information/collateral as outlined in MTC's 2006 Transit Connectivity Plan (a copy of the the plan can be found at: <http://www.mtc.ca.gov/planning/connectivity/>) Any information/collateral,

- signage, display and counter space related to less relevant topics should be secondary to this information/collateral;
- Display and distribute 511, TransLink® and FasTrak® information to customers during all hours of operation. Ensure that kiosk is stocked with this information at all times; and
 - Provide quarterly stock reports to MTC Project Manager, the stock reports should indicate all items stocked.

2) Digital Information

Contractor is responsible to maintain and display three 52” digital, flat panel screens, at the kiosk. The Contractor must:

- Ensure that all flat panel screens are in working order even when kiosk location are closed for business, 24 hours per day, seven days per week;
- Provide digital infrastructure for dissemination of Real Time Transit information and other transportation information (Note: advertising of goods and services is not permitted);
- Post videos to digital infrastructure for dissemination. This task may also be completed by MTC Project Manager; and
- Display real-time transit information via the Regional Real Time Transit Information System for BART and Muni, and others, if requested by MTC Project Manager. The information will be displayed using the specifications outlined in Appendix C, Real Time Transit Information System Architecture. This information will be available 24 hours per day/seven days per week and will be displayed on at least one of the three flat panel electronic display panels at the kiosk location, as directed by MTC Project Manager. Kiosk staff will check displays at least twice per shift in order to ensure that the information is being displayed. If real-time transit information is not available to be displayed, alternate messaging approved by the MTC Project Manager and BART staff will be shown on the display panels.

D) Sell Transit Fare Media and Other Items

The Contractor will be responsible for selling and adding value to TransLink® cards, and selling other Bay Area fare media at the kiosk until these alternative fare media are so incorporated into TransLink®. The Contractor shall sell/vend the following:

1) TransLink®

The kiosk will serve as the main in-station distribution points for TransLink® cards and value. The Contractor will:

- Sell TransLink® cards and value to the public. The kiosk will house and operate a Ticket Office Terminal, which, in addition to the ability to add value to TransLink® cards, allows kiosk staff to register and configure cards;
- Market the launch of TransLink® on the BART and Muni systems. Serve as a hub for TransLink® promotional activities; and
- Provide the public with TransLink®- specific information. Answer in-person questions about the card and its use.

2) Transit Tickets and Passes

Kiosk may sell any of the following fare media under agreements with the agencies or companies that issue them. Contractor must negotiate agreements with each issuing company. The following tickets may be sold:

- 1) Golden Gate Ferry tickets
- 2) SF Muni Fast Passes
- 3) Alameda/Oakland Ferry tickets
- 4) Blue & Gold Fleet tickets
- 5) Vallejo Ferry tickets
- 6) Red & White Fleet tickets
- 7) Other, as deemed appropriate by the MTC Project Manager

3) FasTrak[®]

Provide FasTrak[®] toll tags for sale to the public.

4) Newspapers and Magazines

Offer newspapers and magazines for sale to the public. The Contractor shall:

- Sell the *San Francisco Chronicle* Newspaper and other newspapers to the public. The sale of the San Francisco Chronicle will be made under a separate newspaper vending agreement with the Chronicle, which the Contractor will negotiate and enter into. Due to prior arrangement, the sale of *San Francisco Chronicle* newspaper is mandatory;
- Sell magazines to the public. Magazines must not contain lewd or lascivious content. The MTC Project Manager may discontinue a magazine and/or reduce or increase the numbers of magazines at any kiosk location at any time;
- Sell transportation-related materials including, but not limited to, walking/biking maps, travel guides and books about the Bay Area transportation.

5) Food

- The sale of food (except chewing gum and mints), beverages (including alcoholic beverages) and/or tobacco products to the public at any of the kiosk locations is prohibited at all times.

6) Other non-food or non-beverage items may be sold upon prior approval of MTC and BART.

TASK II: CONTRACT MANAGEMENT

CONTRACTOR shall:

- Submit monthly invoices based on agreed upon lump sum;

- Meet with the MTC Project Manager on a quarterly basis, or more frequently, as required, to address any concerns/complaints, review signage and display logistics, collateral inventory and any other issue MTC deems necessary; and
- Prepare quarterly reports evaluating the success of the kiosk in collaboration with the MTC Project Manager. Contractor will review evaluations with BART and SFMTA staff. This evaluation will be based on collateral distributed, number of customers helped, FasTrak[®] toll tags/TransLink[®] cards sold, and other measures to be mutually determined. The MTC Project Manager shall use quarterly reports to create a final evaluation in conjunction with Contractor.

Deliverable 1.0:

1a) Monthly invoice

1b) Quarterly report outlining detailed information on collateral distributed, number of customers helped, FasTrak[®] toll tags/TransLink[®] cards sold, and other measures to be mutually determined.

Appendix B, California Levine Act Statement

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado
Tom Bates
Dave Cortese
Dean J. Chu
Chris Daly
Bill Dodd

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
Jake Mackenzie

Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Rein Worth
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

☐ YES ☐ NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

☐ YES ☐ NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

Appendix C, Real Time Transit Information System Architecture

TO 8-06: Regional Real-Time Transit Architecture Design, Procurement and Technical Assistance



Real-Time Transit Information System Architecture

REGIONAL REAL-TIME SIGNS PHYSICAL REQUIREMENTS AND SPECIFICATIONS

Version 1.1

Prepared for:

Metropolitan Transportation Commission



Prepared by:



May 14, 2008
191145008

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DOCUMENT HISTORY

DOCUMENT DESCRIPTION	DATE	VERSION
FIRST RELEASE OF THE PHYSICAL REQUIREMENTS AND SPECIFICATIONS	2/7/2007	1.0
CLARIFICATIONS ON CONTROLLER (COMPUTER)	5/14/2008	1.1

Introduction

As part of the Regional Real-Time Transit Information System, transit agencies will be sending MTC/511 transit arrival/departure predictions for this information to be made available on the phone and the 511 website. In addition, MTC will disseminate predictions to a network of regional signs located at transit hubs. The transit hub signs will display the predictions for all applicable agencies and routes that service the specific transit hub.

MTC would like to manage the content and format of the messages displayed on the regional signs so that they provide useful and consistent information to Bay Area transit users. As such, MTC, with input from the transit agencies, is developing a set of principles to ensure that the signs display the proper information in the agreed upon format.

Proposed System

Due to the complex nature of trying to maintain consistency of content and format, and the importance to keep costs to the agencies low, it is important to design the system in such a way to best accomplish both goals.

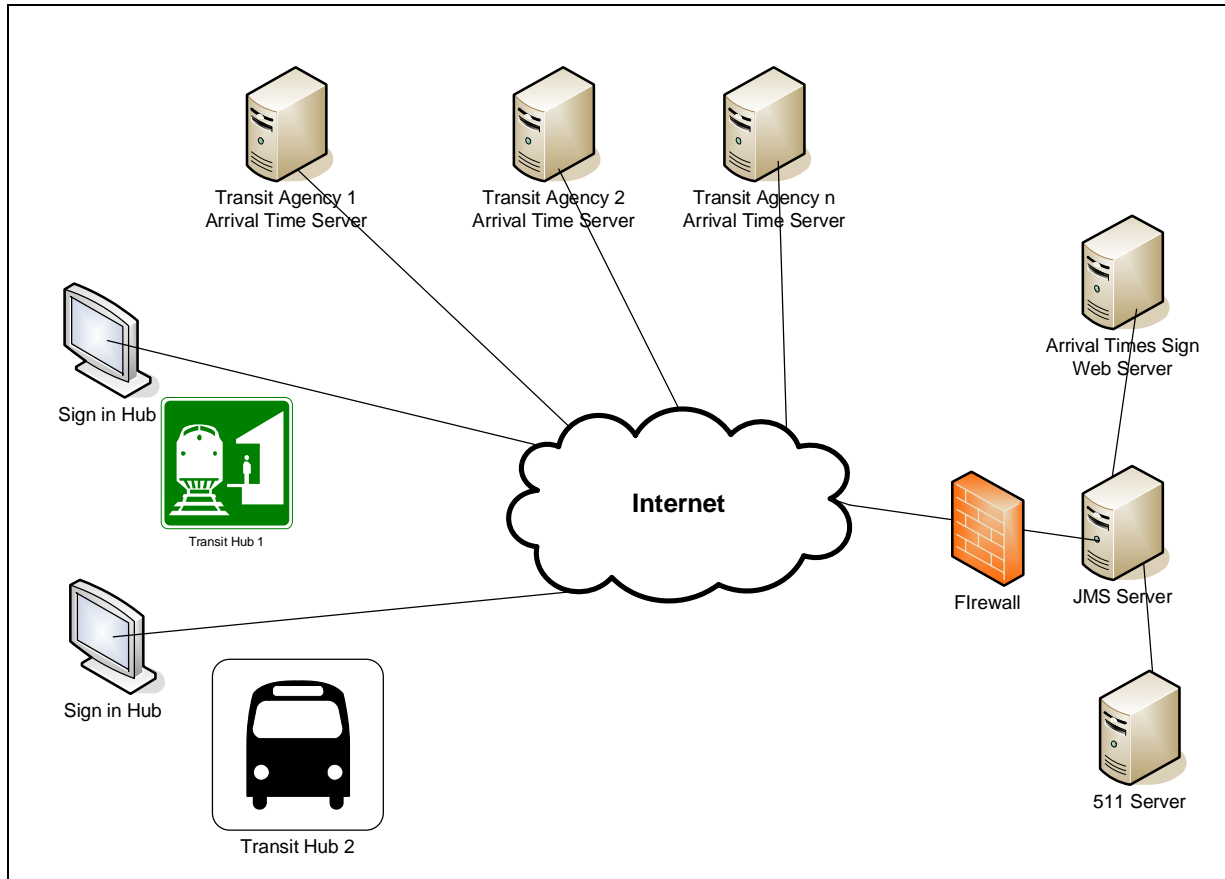
The solution is to send the prediction data to a web server located at the 511 Traveler Information Center (TIC). This web server will be configured such that it will contain separate web pages for each transit hub slated to have signs. At each hub, the regional signs or monitors will be able to display the contents of the web page assigned for that specific hub. The web server will be configurable to allow the maximum control over the content and format of the messages. Some of the configurations will include, but not be limited to:

- For each hub: Agency, route and direction to be displayed on each line, and the display order of the routes.
- For the overall system: font, number of predictions per line, colors, display time for each page when alternating pages are used, how far into the future must departure times be for display, timeout values, and error messages.

Some of the benefits of this solution include:

- Reduction of latency: Since there will be no additional communications of data to the hubs, data on the signs will be updated as often as the web pages are refreshed.
- More availability to the public: If desired, the web pages could be made available to the public for display on home computers or PDAs.

The following figure illustrates a high level concept of the proposed regional sign system.



In order to maintain a sense of consistency of the regional signs under the Regional Real-Time Transit Information System, the following sections are minimum requirements and specifications for the signs and the sign controller. In essence, the signs are simply large screen monitors connected to, or integrated with, a computer that displays a specific web page.

Sign Requirements and Specifications

1. The regional sign shall have the ability to display the specific contents of a web page generated by a website for real-time transit information.
2. Scrolling signs shall not be permitted, but page alternation will be permitted. The display time for each page when pages are alternated will be subject to a pre-defined timer.
3. The signs/monitors shall meet the following minimum specifications:
 - Minimum size: 45" diagonal (active display area)
 - Minimum colors: 16 million
 - Multiple inputs: Single signal connector (HD15); optional connectors: DVI, composite, S-video
 - Brightness levels: 600 cd/m² (candelas per square meter)
 - Minimum resolution: 1024x768
 - Contrast Ratio: 800:1
 - Viewing Angles (Horizontal/Vertical): 178 degrees/178 degrees

Sign Controller Requirements and Specifications

1. All regional real-time signs within a hub will be networked together in order to have a single point of communications to the 511 system to reduce communications costs.
2. At least one sign in a hub shall have Internet access (for website connection). All other signs can use the same Internet connection in a networked environment.
3. The sign/monitor controller (computer) shall meet the following minimum specifications:
 - Memory: 1GB RAM
 - CPU: 1.5GHz Pentium or similar
 - Hardware Drive: 50GB
 - Ethernet: 10/100 network interface card
 - Connectors: EIA-232 (2 ports), firewire (1394, 2 ports), USB (2 ports)
 - Keyboard/mouse: PS/2
 - Combination CD RW/DVD ROM drive
 - Humidity Operation: 5~90% non condensing

Considerations

The following are specification items that should be considered based on the specific situations at each hub and the locations for the regional signs.

- Wireless connectivity (802.11 card): For those hubs that do not have a wired network environment and need wireless access
- Anti-glare screen elements: For those hubs that will have regional signs subject to indirect lighting or sunlight.
- Sealed enclosure (IP65 rated enclosure): For those hubs that will require a regional sign and/or the sign/monitor controller be placed outside and subject to wind, dust, moisture, and rain.
- Extended operating temperature range of 0 – 50 degrees Celsius: For those hubs that will require a regional sign to be subject to harsher environmental conditions compared with an indoor location.
- Sign/monitor controller included inside sign (i.e. panel PC): For hubs where placement of the controller is problematic or a panel PC is the preferred solution since the sign is located outside. The embedded PC or computer shall be subject to the same computer requirements outlined above under the Sign Controller Requirements and Specifications section. For outdoor installations, the panel PC must adhere to the IP65 rating.

Appendix D, Synopsis of Provisions in MTC's Standard Consultant Agreement

The selected Contractor will be required to sign MTC's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFP. In order to provide bidders with an understanding of some of MTC's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. **THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.**

Termination: MTC may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

Insurance Requirement: The Consultant must obtain and maintain at its own expense the following types of insurance placed with insurers with a Best's rating of A-X or better, for the duration of this agreement:

(1) **Worker's Compensation Insurance** in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of Consultant's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as contractor is a sole proprietor with no employees;

(2) **Commercial General Liability Insurance for Bodily Injury and Property Damage** liability, covering the operations of Consultant and Consultant's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000 applying separately to this project, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form. The Commercial General Liability Insurance policy shall contain an endorsement to include MTC, its Commissioners, officers, representatives, agents and employees as additional insureds and to specify that such insurance is primary and that no MTC insurance will be called on to contribute to a loss;

(3) **Business Automobile Insurance** for all automobiles owned, used or maintained by Consultant and Consultant's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence;

(4) Umbrella insurance in the amount of \$10,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance; and

(5) **Errors & Omissions or Professional Liability Insurance** (if applicable) in an amount no less than \$5,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, Consultant agrees to maintain continuous coverage in effect from the date of the commencement of services to at least five (5) years beyond the termination or completion of services or for five (5) years or until satisfaction of any statute of limitations. The policy shall

provide coverage for all work performed by the Consultant and any work performed or conducted by any subconsultant working for or performing services on behalf of the Consultant. No contract or agreement between the Consultant and any subconsultant shall relieve the Consultant of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the Consultant and any subconsultant working on behalf of the Consultant on the project; and

(6) Property Insurance. If such exposure exists and/or at MTC request or direction] Consultant at Consultant's expense shall obtain a policy or policies of insurance covering loss or damage, including loss of use, to any and all MTC real, personal and intellectual property, notwithstanding such property being in the care, custody or control of the Consultant, in an amount equal to the full replacement value thereof, as same may exist from time to time. Coverage shall be secured for the life of the project, within the definition, "All Risk," or "Special Form," and shall include coverage for installation and testing of any equipment that is to be installed or become part of any real property. If such insurance coverage has a deductible clause, the Consultant shall be also liable for the deductible.

Certificates of insurance verifying the coverages and the required endorsements and signed by an authorized representative of the insurer must be delivered to MTC prior to issuance of any payment under the Agreement by MTC.

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold MTC harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Consultant by MTC for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Consultant in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to MTC as a deliverable shall be the property of MTC. Consultant will be required to assign all rights in copyright to such Work Product to MTC.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No

substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

REQUEST FOR PROPOSAL APPROVAL SHEET

AGENCY:	MTC		
PROJECT TITLE:	Transportation Information Kiosk Project		
FISCAL YEAR(S):	2009/10 – 2011/12	WORK ITEM #:	1112
BUDGET AMOUNT:	\$870,000	FUNDING SOURCE(S):	RM2 (Operations 09/10)
ADDENDUM NO.:			

J:\CONTRACT\Procurements\Operations & Support Svcs\RFPs\FY 08-09\Kiosk Operation.doc

REVIEW LIST

Project Manager:	Ursula Vogler	Date:	
Section Director:	Randy Rentschler	Date:	
Budget Review:	Suzanne Bode for MTC	Date:	
Contract Administration	Denise Rodrigues ¹	Date:	
IT Review	N/A Teri Green ² /Valerie Campbell ³	Date:	
Office of the General Counsel:	Melanie J. Morgan/Cynthia Segal	Date:	
Deputy Executive Director:	Therese McMillan ⁴ / Andrew Fremier ⁵	Date:	
Deputy Executive Director:	Ann Flemer ⁶	Date:	

Return to Contract Administration

¹ Includes DBE review for all federally-funded contracts.

² IT review for information technology projects affecting MTC's network and computers.

³ IT review for information technology projects affecting BATA's network and computers.

⁴ Reviews all procurements from Planning, Finance, Programming & Allocations, and Legislation & Public Affairs.

⁵ Reviews all procurements from Bridge Oversight & Operations and other BATA-funded contracts

⁶ Reviews all procurements from all sections.